

(The following is endorsed on the original instrument)
 For Value Received. The within Mortgage is hereby
 released on the original instrument this 30th day of
 October 1911

The Ottawa Mutual Loan and Savings Association
 By W. J. Stein President

Recorded Mar 11 1911
 May 11 1911
 Register of Deeds.

sum of Fifteen hundred Dollars, to them duly paid, have sold, and by these presents, do grant and convey to the said party of the second part, and its assigns, all that tract or parcel of land situated in said Douglas County, and State of Kansas, and described as follows to-wit: The South four (4) feet of Lot Thirty (30) and all of Lot Thirty One (31) Thirty-two (32) and Thirty-three (33) on Ninth Street in Baldwin City with the appurtenances, and all the estate, title and interest of the parties of the first part therein. This Grant is intended as a Mortgage, to secure the payment and the full performance of all the obligations and conditions of a certain Bond, this day executed by the said J. D. Smith and Tilla E. Smith his wife to the said The Ottawa Mutual Loan and Savings Association, for the payment of \$1500⁰⁰ as therein provided, in pursuance of the By Laws thereof; and upon the full and prompt performance of all said conditions of all of said Bonds by the parties signing the same, this conveyance shall be void. But if default be made in the performance of any of the conditions of any of said Bonds, or in the making of any payments therein provided, when the same shall be due, or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable, or if the insurance is not kept up as provided in said Bonds, then, upon the happening of any of said failure, the whole of the said sums as mentioned in all of said Bonds together with such fines and penalties as shall accrue under the By-Laws of said Association shall immediately become due and payable, and it shall be lawful for the said party of the second part, or its assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the money arising from such sale, to retain the amount of said Bonds, interest, fines and penalties, less only the amount of all dues paid as principal upon said Bonds together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said J. D. Smith his heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals this day and year above written.

J. D. Smith (Seal)

Tilla E. Smith (Seal)

State of Kansas

Douglas County }³⁵ On this 24th day of February A.D. 1904, before me a Notary Public in and for said County personally came